

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Leslie E. Mace
 Lawrence L. Labuda
 Perry R. Blazewicz
 David R. Rich
 Michael B. Jaffe
 Joseph A. Orr
 Dr. Scott A. Kofoid

Additional name of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Merger |
| <input type="checkbox"/> Security Agreement | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Other _____ | |

Execution Date: 04/25/03, 09/21/01, 05/01/03, 05/02/03,
05/02/03, 07/09/03, 07/09/03

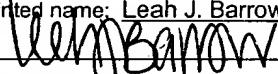
2. Name and address of receiving party(ies)

Name: NTC Technology, Inc.
 Address: Wilmington Trust Center
 1100 North Market Street, Suite 780
 Wilmington, Delaware 19801

Additional Name(s) & address(es) attached? Yes No

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Mail Stop Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450 on the date shown below.

Typed or printed name: Leah J. BarrowSignature: Date: July 9, 2003

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/841,451

B. Patent No.(s)

RECEIVED

JUL 18 2003

Additional numbers attached? Yes No

TECHNOLOGY CENTER R3700

5. Name and address of party to whom correspondence concerning this document should be mailed:

Name: TraskBrittInternal Address: _____

_____Street Address: P.O. Box 2550City: Salt Lake City State: UT Zip: 841106. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41) \$40.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

20-1469

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

Attorney Docket No.: 2181-4502US*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Brick G. PowerName of Person Signing
Reg. No. 38,581

Signature

July 9, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 14

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, each undersigned ASSIGNOR does hereby:

SELL, ASSIGN AND TRANSFER to NTC Technology Inc. ("ASSIGNEE"), a corporation of the state of Delaware having a place of business at Wilmington Trust Center, 1100 North Market Street, Suite 780, Wilmington, Delaware 19801, the entire right, title and interest for the United States and all foreign countries in and to any and all improvements which are disclosed in the Application for United States Letters Patent Serial No. 09/841,451 filed on April 24, 2001, and entitled **MULTIPLE FUNCTION AIRWAY ADAPTER**, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all foreign countries relating to any of such improvements; all original, reexamined and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application made in the United States;

AUTHORIZE the ASSIGNEE to apply for and receive any and all United States and foreign patents relating to such improvements in its own name;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the ASSIGNEE;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications relating to any and all such improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything possible which the ASSIGNEE shall consider desirable for vesting title to such improvements in the ASSIGNEE, and to secure, maintain, defend and enforce valid and enforceable patent protection for such improvements;

AGREE AND ACKNOWLEDGE that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon the heirs, assigns, representatives and successors of each undersigned ASSIGNOR and EXTEND to the successors, assigns and nominees of the ASSIGNEE.

ASSIGNORS:

Leslie E Mace
Leslie E. Mace

Date 4-25-03

COUNTY OF King)
STATE OF Washington) : ss.

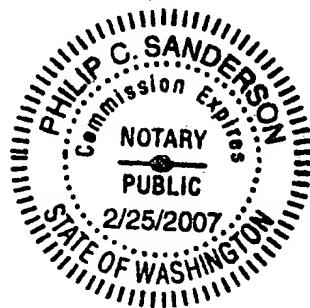
On this 25th day of April, 2003, before me personally appeared Leslie E. Mace to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

Philip C. Sanderson

Notary Public in and for said County and State

My Commission Expires:

2/25/2007



PATENT

Attorney Docket No. 4502US

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, each undersigned ASSIGNOR does hereby:

SELL, ASSIGN AND TRANSFER to NTC Technology, Inc. ("ASSIGNEE"), a corporation of the state of Delaware having a place of business at Wilmington Trust Center, 1100 North Market Street, Suite 780, Wilmington, Delaware 19801, the entire right, title and interest for the United States and all foreign countries in and to any and all improvements which are disclosed in the Application for United States Letters Patent Serial No. 09/841,451 filed on April 24, 2001, and entitled MULTIPLE FUNCTION AIRWAY ADAPTER, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all foreign countries relating to any of such improvements; all original, reexamined and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application made in the United States;

AUTHORIZE the ASSIGNEE to apply for and receive any and all United States and foreign patents relating to such improvements in its own name;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the ASSIGNEE;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications relating to any and all such improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything possible which the ASSIGNEE shall consider desirable for vesting title to such improvements in the ASSIGNEE, and to

secure, maintain, defend and enforce valid and enforceable patent protection for such improvements;

AGREE AND ACKNOWLEDGE that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon the heirs, assigns, representatives and successors of each undersigned ASSIGNOR and EXTEND to the successors, assigns and nominees of the ASSIGNEE.

ASSIGNOR:

Lawrence L. Labuda

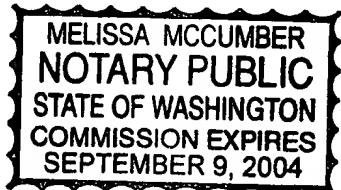
Date 9/21/01

Lawrence L. Labuda

Residing at: 748 Skymeadow Drive, Coupeville, Washington 98239

STATE OF Washington)
: ss.
COUNTY OF Island)

BEFORE ME, the undersigned authority, on this 21st day of Sept, 2001, personally appeared , personally known or proven by satisfactory documentary evidence to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.



Melissa McCumber

Notary or Consular Officer

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, each undersigned ASSIGNOR does hereby:

SELL, ASSIGN AND TRANSFER to NTC Technology Inc. ("ASSIGNEE"), a corporation of the state of Delaware having a place of business at Wilmington Trust Center, 1100 North Market Street, Suite 780, Wilmington, Delaware 19801, the entire right, title and interest for the United States and all foreign countries in and to any and all improvements which are disclosed in the Application for United States Letters Patent Serial No. 09/841,451 filed on April 24, 2001, and entitled **MULTIPLE FUNCTION AIRWAY ADAPTER**, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all foreign countries relating to any of such improvements; all original, reexamined and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application made in the United States;

AUTHORIZE the ASSIGNEE to apply for and receive any and all United States and foreign patents relating to such improvements in its own name;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the ASSIGNEE;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications relating to any and all such improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything possible which the ASSIGNEE shall consider desirable for vesting title to such improvements in the ASSIGNEE, and to secure, maintain, defend and enforce valid and enforceable patent protection for such improvements;

AGREE AND ACKNOWLEDGE that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon the heirs, assigns, representatives and successors of each undersigned ASSIGNOR and EXTEND to the successors, assigns and nominees of the ASSIGNEE.

ASSIGNORS:

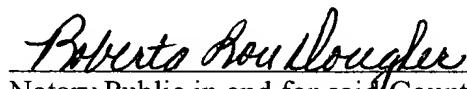

Perry R. Blazewicz

Date May 1, 2003

COUNTY OF)
STATE OF) : ss.
)

On this 1 day of MAY, 2003, before me personally appeared Perry R. Blazewicz to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

ROBERTA LOU DOUGHER
Notary Public
STATE OF WASHINGTON
My Commission Expires 6-22-03


Roberta Lou Dougher
Notary Public in and for said County and State

My Commission Expires:

June 22, 2003


ROBERTA LOU DOUGHER

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, each undersigned ASSIGNOR does hereby:

SELL, ASSIGN AND TRANSFER to NTC Technology Inc. ("ASSIGNEE"), a corporation of the state of Delaware having a place of business at Wilmington Trust Center, 1100 North Market Street, Suite 780, Wilmington, Delaware 19801, the entire right, title and interest for the United States and all foreign countries in and to any and all improvements which are disclosed in the Application for United States Letters Patent Serial No. 09/841,451 filed on April 24, 2001, and entitled **MULTIPLE FUNCTION AIRWAY ADAPTER**, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all foreign countries relating to any of such improvements; all original, reexamined and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application made in the United States;

AUTHORIZE the ASSIGNEE to apply for and receive any and all United States and foreign patents relating to such improvements in its own name;

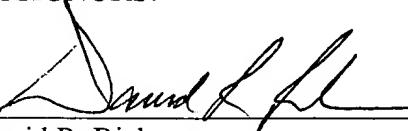
AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the ASSIGNEE;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications relating to any and all such improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything possible which the ASSIGNEE shall consider desirable for vesting title to such improvements in the ASSIGNEE, and to secure, maintain, defend and enforce valid and enforceable patent protection for such improvements;

AGREE AND ACKNOWLEDGE that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon the heirs, assigns, representatives and successors of each undersigned ASSIGNOR and EXTEND to the successors, assigns and nominees of the ASSIGNEE.

ASSIGNORS:



David R. Rich

Date 5/2/03

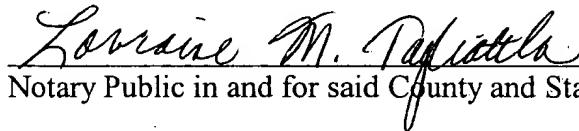


Michael B. Taaffe

Date 5/2/03

COUNTY OF New Haven)
STATE OF Connecticut) : ss.

On this 2nd day of May, 2003, before me personally appeared David R. Rich to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.



Notary Public in and for said County and State

My Commission Expires:

01/31/05

LORRAINE M. TAGLIATELA
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2005

COUNTY OF New Haven)
ss.

STATE OF Connecticut)

On this 2nd day of May, 2003, before me personally appeared Michael B. Jaffe to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

Lorraine M. Tagliatela
Notary Public in and for said County and State

My Commission Expires:

01/31/05

LORRAINE M. TAGLIATELA
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2005

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, each undersigned ASSIGNOR does hereby:

SELL, ASSIGN AND TRANSFER to NTC Technology, Inc. ("ASSIGNEE"), a corporation of the state of Delaware having a place of business at Wilmington Trust Center, 1100 North Market Street, Suite 780, Wilmington, Delaware 19801, the entire right, title and interest for the United States and all foreign countries in and to any and all improvements which are disclosed in the Application for United States Letters Patent Serial No. 09/841,451 filed on April 24, 2001, and entitled **MULTIPLE FUNCTION AIRWAY ADAPTER**, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all foreign countries relating to any of such improvements; all original, reexamined and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application made in the United States;

AUTHORIZE the ASSIGNEE to apply for and receive any and all United States and foreign patents relating to such improvements in its own name;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the ASSIGNEE;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications relating to any and all such improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything possible which the ASSIGNEE shall consider desirable for vesting title to such improvements in the ASSIGNEE, and to secure, maintain, defend and enforce valid and enforceable patent protection for such improvements;

AGREE AND ACKNOWLEDGE that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon the heirs, assigns, representatives and successors of each undersigned ASSIGNOR and EXTEND to the successors, assigns and nominees of the ASSIGNEE.

ASSIGNORS:

Leslie E. Mace _____ Date _____

Lawrence L. Labuda _____ Date _____

Perry R. Blazewicz _____ Date _____

David R. Rich _____ Date _____

Michael B. Jaffe _____ Date _____

Joseph A. Orr

Dr. Scott A. Kofoed

Date July 9, 2003

Date July 9, 2003

COUNTY OF)
: ss.
STATE OF)

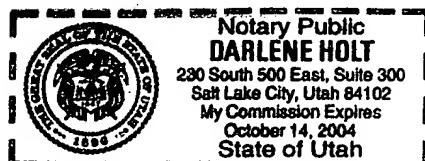
On this _____ day of _____, 2003, before me personally appeared Michael B. Jaffe to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

Notary Public in and for said County and State

My Commission Expires:

COUNTY OF *Salt Lake*
: ss.
STATE OF *Utah*)

On this 9th day of July, 2003, before me personally appeared Joseph A. Orr to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.



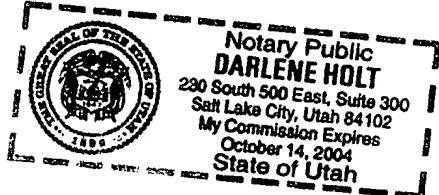
Darlene Holt
Notary Public in and for said County and State

My Commission Expires:

Oct 14, 2004

COUNTY OF Salt Lake)
STATE OF Utah) : ss.

On this 9th day of July, 2003, before me personally appeared Dr. Scott A. Kofoed to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.



Darlene Holt

Notary Public in and for said County and State

My Commission Expires:

Oct 14, 2004